

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. 68-R9-01-01		3. EFFECTIVE DATE 10/19/2001		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-R9-01-10819			
5. ISSUED BY U.S. EPA Region IX P-7-2 Contracts Mgt. Section 75 Hawthorne Street San Francisco, CA 94105		6. ADMINISTERED BY (if other than Item 5)		CODE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  SBA: Small Business Administration SUB: ARCTIC SLOPE REGION CORPORATION (ASRC) AEROSPACE 6301 IVY LANE SUITE #300 Greenbelt, MD 20770				8. DELIVERY [ ] FOB ORIGIN [ ] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT N/A			
10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:				ITEM 12			
CODE		FACILITY CODE					
11. SHIP TO MARK FOR		CODE		12. PAYMENT WILL BE MADE BY		CODE	
If applicable, see Section B of the schedule.				Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( 5 )				14. ACCOUNTING AND APPROPRIATION DATA See Accounting and Appropriation data in Section B			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	see schedule b						
15G. TOTAL AMOUNT OF CONTRACT						\$3,474,466.00	
16. TABLE OF CONTENTS							
SEC.	DESCRIPTION	PAGE(S)	SEC.	DESCRIPTION	PAGE(S)		
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x	B	SUPPLIES OR SERVICES AND PRICES/COSTS	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
x	C	DESCRIPTION/SPECS./WORK STATEMENT	x	J	LIST OF ATTACHMENTS		
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x	E	INSPECTION AND ACCEPTANCE	x	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
x	F	DELIVERIES OR PERFORMANCE					
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x	H	SPECIAL CONTRACT REQUIREMENTS	x	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract. (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number PR-R9-01-10819 Amd#1&2 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER PEGGY A. DELATORRE			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY Peggy A. Delatorre (Signature of Contracting Officer)		9/28/01	
NSN 7540-01-152-8069 PREVIOUS EDITION UNUSABLE		26-107		STANDARD FORM 26 (REV 4-85) Prescribed by GSA FAR (48 CFR) 53.214(a)			

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ASRC Aerospace Corporation Solicitation No.: PR-R9-01-10819 Summary by Task/Subtask by FY Base Period		
Labor Category	Hourly Rate	Total
Records Info Mgr V Cookin, John Patrick	39.56	2,010 79,516.60
Records Info Mgr IV Stevens, Shelley	33.17	2,010 66,672.70
Records Info Mgr IV Tubman, Marianne	28.36	2,010 57,003.60
Records Info Mgr IV Paquette, John	27.64	2,010 55,556.40
Records Info Mgr IV Sullivan, James	26.94	2,010 54,149.40
Librarian IV Chertowsky, Barbara	25.00	2,010 50,250.00
Librarian IV Fung, Tom	25.00	2,010 50,250.00
Librarian IV Montanez, Alida	23.08	2,010 46,390.80
Librarian IV Peterson, Johanna	25.00	2,010 50,250.00
Librarian IV Sarbaugh, Paul	25.00	2,010 50,250.00
Librarian IV Najjar, Steve	23.83	2,010 47,898.30
Librarian IV VACANT	22.50	2,010 45,225.00
Librarian IV Ford, Patrick	22.50	2,010 45,225.00
Info Spec III Tomashek, Tim	27.40	2,010 55,074.00
Info Spec III VACANT	21.76	2,010 43,737.60
Info Spec III Hammerberg, Carol	19.87	2,010 39,938.70
Records Mgt Spec III Riel, Carmen	17.17	2,010 34,511.70
Records Mgt Spec III Yamamoto, Don	16.54	2,010 33,245.40
Records Mgt Spec III Weir, Barry	18.65	2,010 37,486.50
Records Mgt Spec III Potter, Thomas	17.61	2,010 35,396.10
Records Mgt Spec III VACANT	17.50	2,010 35,175.00
Info Spec II Miles, Arlene	18.38	2,010 36,943.80
Records Mgt Spec II Babia, Teresa	16.68	2,010 33,526.80
Records Mgt Spec II Kukua, Jimmie	16.68	2,010 33,526.80
Records Mgt Spec II VACANT	16.68	2,010 33,526.80
Info Aide Camarda, Kathy	14.16	2,010 28,461.60
Info Aide Cook, Curtis	14.16	2,010 28,461.60
Subtotal DL - Hours		54,270
Subtotal DL - Dollars		1,207,650.20

ASRC Aerospace Corporation Solicitation No.: PR-R9-01-10819 Summary by Task/Subtask by FY Base Period		
Labor Category		Total
<b>Description</b>		
Subtotal DL - Dollars		1,207,650.20
Overhead	41.83%	505,160.06
Subtotal (DL+OH)		1,712,810.26
Other Direct Costs (ODC)		
See Attached Listing		532,003.16
Subtotal ODC's		532,003.16
Subtotal (ODC's+DL+OH)		2,244,813.42
G&A	7.20%	161,626.50
Total		2,406,439.92
Fee	7.00%	168,450.97
Subtotal ASRC		2,574,890.89
Subcontractors		
Subcontractor Handling		
G&A on Subcontractor Handling		
Subtotal		
Fee on Subcontractors		
Subtotal Subcontractor		
Total		2,574,890.89

ASRC Aerospace Corporation Solicitation No.: PR-R9-01-10819 Summary by Task/Subtask by FY Option Year 1		
Labor Category	Hourly Rate	Total
Records Info Mgr V	41.02	2,010
Cookin, John Patrick		82,450.20
Records Info Mgr IV	34.40	2,010
Stevens, Shelley		69,144.00
Records Info Mgr IV	29.41	2,010
Tubman, Marianne		59,114.10
Records Info Mgr IV	28.66	2,010
Paquette, John		57,606.60
Records Info Mgr IV	27.94	2,010
Sullivan, James		56,159.40
Librarian IV	25.93	2,010
Chertowsky, Barbara		52,119.30
Librarian IV	25.93	2,010
Fung, Tom		52,119.30
Librarian IV	23.93	2,010
Montanez, Alida		48,099.30
Librarian IV	25.93	2,010
Petersen, Johanna		52,119.30
Librarian IV	25.93	2,010
Sarbaugh, Paul		52,119.30
Librarian IV	24.71	2,010
Najjar, Steve		49,667.10
Librarian IV	23.33	2,010
VACANT		46,893.30
Librarian IV	23.33	2,010
Ford, Patrick		46,893.30
Info Spec III	28.41	2,010
Tomashek, Tim		57,104.10
Info Spec III	22.57	2,010
VACANT		45,365.70
Info Spec III	20.61	2,010
Hammerberg, Carol		41,426.10
Records Mgt Spec III	17.81	2,010
Riel, Carmen		35,798.10
Records Mgt Spec III	17.15	2,010
Yamamoto, Don		34,471.50
Records Mgt Spec III	19.34	2,010
Weir, Barry		38,873.40
Records Mgt Spec III	18.26	2,010
Potter, Thomas		36,702.60
Records Mgt Spec III	18.15	2,010
VACANT		36,481.50
Info Spec II	19.06	2,010
Miles, Arlene		38,310.60
Records Mgt Spec II	17.30	2,010
Babia, Teresa		34,773.00
Records Mgt Spec II	17.30	2,010
Kukua, Jimmie		34,773.00
Records Mgt Spec II	17.30	2,010
VACANT		34,773.00
Info Aide	14.68	2,010
Camarda, Kathy		29,506.80
Info Aide	14.68	2,010
Cook, Curtis		29,506.80
Subtotal DL - Hours		54,270
Subtotal DL - Dollars		1,252,370.70

ASRC Aerospace Corporation Solicitation No.: PR-R9-01-10819 Summary by Task/Subtask by FY Option Year 1		
Labor Category		Total
<b>Description</b>		
Subtotal DL - Dollars		1,252,370.70
Overhead	41.83%	523,866.59
Subtotal (DL+OH)		1,776,237.29
Other Direct Costs (ODC)		
		533,548.07
Subtotal ODC's		533,548.07
Subtotal (ODC's+DL+OH)		2,309,785.36
G&A	7.20%	166,304.57
Total		2,476,089.93
Fee	7.00%	173,326.32
Subtotal ASRC		2,649,416.25
<b>Subcontractors</b>		
Subcontractor Handling		
G&A on Subcontractor Handling		
Subtotal		
Fee on Subcontractors		
Subtotal Subcontractor		
Total		2,649,416.25



ASRC Aerospace Corporation Solicitation No.: PR-R9-01-10819 Summary by Task/Subtask by FY Option Year 2		
Labor Category	Hourly Rate	Total
Records Info Mgr V Gookin, John Patrick	42.41	2,010 85,244.10
Records Info Mgr IV Stevens, Shelley	35.57	2,010 71,495.70
Records Info Mgr IV Tubman, Marianne	30.41	2,010 61,124.10
Records Info Mgr IV Paquette, John	29.63	2,010 59,556.30
Records Info Mgr IV Sullivan, James	28.89	2,010 58,068.90
Librarian IV Chertowsky, Barbara	26.81	2,010 53,888.10
Librarian IV Fung, Tom	26.81	2,010 53,888.10
Librarian IV Montanez, Alida	24.74	2,010 49,727.40
Librarian IV Petersen, Johanna	26.81	2,010 53,888.10
Librarian IV Sarbaugh, Paul	26.81	2,010 53,888.10
Librarian IV Najjar, Steve	25.55	2,010 51,355.50
Librarian IV VACANT	24.12	2,010 48,481.20
Librarian IV Ford, Patrick	24.12	2,010 48,481.20
Info Spec III Tomashuk, Tim	29.38	2,010 59,053.80
Info Spec III VACANT	23.34	2,010 46,913.40
Info Spec III Hammerberg, Carol	21.31	2,010 42,833.10
Records Mgt Spec III Riel, Carmen	18.42	2,010 37,024.20
Records Mgt Spec III Yamanoto, Don	17.73	2,010 35,637.30
Records Mgt Spec III Weir, Barry	20.00	2,010 40,200.00
Records Mgt Spec III Potter, Thomas	18.88	2,010 37,948.80
Records Mgt Spec III VACANT	18.77	2,010 37,727.70
Info Spec II Miles, Arlene	19.71	2,010 39,617.10
Records Mgt Spec II Bahia, Teresa	17.89	2,010 35,958.90
Records Mgt Spec II Kukua, Jimmie	17.89	2,010 35,958.90
Records Mgt Spec II VACANT	17.89	2,010 35,958.90
Info Aide Camarda, Kathy	15.18	2,010 30,511.80
Info Aide Cook, Curtis	15.18	2,010 30,511.80
Subtotal DL - Hours		54,270
Subtotal DL - Dollars		1,284,942.50

ASRC Aerospace Corporation Solicitation No.: PR-R9-01-10819 Summary by Task/Subtask by FY Option Year 2		
Labor Category		Total
<b>Description</b>		
Subtotal DL - Dollars		1,294,842.50
Overhead	41.83%	541,674.45
Subtotal (DL+OH)		1,836,516.95
Other Direct Costs (ODC)		
		566,033.78
Subtotal ODC's		566,033.78
Subtotal (ODC's+DL+OH)		2,402,550.73
G&A	7.20%	172,990.75
Total		2,575,541.48
Fee	7.00%	180,295.03
Subtotal ASRC		2,755,836.51
Subcontractors		
Subcontractor Handling		
G&A on Subcontractor Handling		
Subtotal		
Fee on Subcontractors		
Subtotal Subcontractor		
Total		2,755,836.51

ASRC Aerospace Corporation Solicitation No.: PR-R9-01-10819 Summary by Task/Subtask by FY Option Year 3		
Labor Category	Hourly Rate	Total
Records Info Mgr V	43.68	2,010
Cookin, John Patrick		87,796.80
Records Info Mgr IV	36.64	2,010
Stevens, Shelley		73,646.40
Records Info Mgr IV	31.32	2,010
Tubman, Marianne		62,953.20
Records Info Mgr IV	30.52	2,010
Paquette, John		61,345.20
Records Info Mgr IV	29.76	2,010
Sullivan, James		59,817.60
Librarian IV	27.61	2,010
Chertowsky, Barbara		55,496.10
Librarian IV	27.61	2,010
Fung, Tom		55,496.10
Librarian IV	25.48	2,010
Montanez, Alida		51,214.80
Librarian IV	27.61	2,010
Petersen, Johanna		55,496.10
Librarian IV	27.61	2,010
Sartaugh, Paul		55,496.10
Librarian IV	26.32	2,010
Najjar, Steve		52,903.20
Librarian IV	24.84	2,010
VACANT		49,928.40
Librarian IV	24.84	2,010
Ford, Patrick		49,928.40
Info Spec III	30.26	2,010
Tomashek, Tim		60,822.60
Info Spec III	24.04	2,010
VACANT		48,320.40
Info Spec III	21.95	2,010
Hammerberg, Carol		44,119.50
Records Mgt Spec III	18.97	2,010
Riel, Carmen		38,129.70
Records Mgt Spec III	18.26	2,010
Yamamoto, Don		36,702.60
Records Mgt Spec III	20.60	2,010
Weir, Barry		41,406.00
Records Mgt Spec III	19.45	2,010
Potter, Thomas		39,094.50
Records Mgt Spec III	19.33	2,010
VACANT		38,853.30
Info Spec II	20.30	2,010
Miles, Arlene		40,803.00
Records Mgt Spec II	18.43	2,010
Bahia, Teresa		37,044.30
Records Mgt Spec II	18.43	2,010
Kukua, Jimmie		37,044.30
Records Mgt Spec II	18.43	2,010
VACANT		37,044.30
Info Aide	15.64	2,010
Camarda, Kathy		31,436.40
Info Aide	15.64	2,010
Cook, Curtis		31,436.40
Subtotal DL - Hours		54,270
Subtotal DL - Dollars		1,333,775.70

ASRC Aerospace Corporation Solicitation No.: PR-R9-01-10819 Summary by Task/Subtask by FY Option Year 3		
Labor Category		Total
Description		
Subtotal DL - Dollars		1,333,775.70
Overhead	41.83%	557,918.46
Subtotal (DL+OH)		1,891,694.16
Other Direct Costs (ODC)		
		583,346.72
Subtotal ODC's		583,346.72
Subtotal (ODC+DL+OH)		2,475,040.88
G&A	7.20%	178,203.01
Total		2,653,243.89
Fee	7.00%	185,727.06
Subtotal ASRC		2,838,970.95
Subcontractors		
Subcontractor Handling		
G&A on Subcontractor Handling		
Subtotal		
Fee on Subcontractors		
Subtotal Subcontractor		
Total		2,838,970.95

ASRC Aerospace Corporation Solicitation No.: PR-R9-01-10819 Summary by Task/Subtask by FY Option Year 4		
Labor Category	Hourly Rate	Total
Records Info Mgr V Gookin, John Patrick	44.95	2,010 90,349.50
Records Info Mgr IV Stevens, Shelley	37.70	2,010 75,777.00
Records Info Mgr IV Tubman, Marianne	32.23	2,010 64,782.30
Records Info Mgr IV Paquette, John	31.41	2,010 63,134.10
Records Info Mgr IV Sullivan, James	30.62	2,010 61,546.20
Librarian IV Chertowsky, Barbara	28.41	2,010 57,104.10
Librarian IV Fung, Tom	28.41	2,010 57,104.10
Librarian IV Montanez, Alida	26.22	2,010 52,702.20
Librarian IV Peterson, Johanna	28.41	2,010 57,104.10
Librarian IV Sarbaugh, Paul	28.41	2,010 57,104.10
Librarian IV Najjar, Steve	27.08	2,010 54,430.80
Librarian IV VACANT	25.56	2,010 51,375.60
Librarian IV Ford, Patrick	25.56	2,010 51,375.60
Info Spec III Tomashek, Tim	31.14	2,010 62,591.40
Info Spec III VACANT	24.74	2,010 49,727.40
Info Spec III Hammerberg, Carol	22.59	2,010 45,405.90
Records Mgt Spec III Riel, Carmen	19.52	2,010 39,235.20
Records Mgt Spec III Yamamoto, Don	18.79	2,010 37,769.78
Records Mgt Spec III Weir, Barry	21.20	2,010 42,612.00
Records Mgt Spec III Potter, Thomas	20.01	2,010 40,220.10
Records Mgt Spec III VACANT	19.89	2,010 39,978.90
Info Spec II Miles, Arlene	20.89	2,010 41,988.90
Records Mgt Spec II Babia, Teresa	18.96	2,010 38,109.60
Records Mgt Spec II Kukua, Jimmie	18.96	2,010 38,109.60
Records Mgt Spec II VACANT	18.96	2,010 38,109.60
Info Aide Camarda, Kathy	16.09	2,010 32,340.90
Info Aide Cook, Curtis	16.09	2,010 32,340.90
Subtotal DL - Hours		54,270
Subtotal DL - Dollars		1,372,429.88

ASRC Aerospace Corporation Solicitation No.: PR-R9-01-10819 Summary by Task/Subtask by FY Option Year 4		
Labor Category		Total
<b>Description</b>		
Subtotal DL - Dollars		1,372,429.88
Overhead	41.83%	574,087.41
Subtotal (DL+OH)		1,946,517.29
Other Direct Costs (ODC)		
		596,581.46
Subtotal ODC's		596,581.46
Subtotal (ODC+DL+OH)		2,543,098.75
G&A	7.20%	183,103.08
Total		2,726,201.83
Fee	7.00%	190,834.12
Subtotal ASRC		2,917,035.95
Subcontractors		
Subcontractor Handling		
G&A on Subcontractor Handling		
Subtotal		
Fee on Subcontractors		
Subtotal Subcontractor		
Total		2,917,035.95

ASRC Aerospace Corporation  
Solicitation No.: PR-R9-01-10819

			Base	Opt 1	Opt 2	Opt 3	Opt4	Total
		1.1	54,136.75	56,139.83	58,046.45	59,786.81	61,521.22	289,631.06
		1.2	5,978.84	6,199.66	6,410.35	6,602.52	6,794.32	31,985.69
		2.1	575,279.83	596,590.67	616,837.57	635,299.82	653,714.57	3,077,722.46
		2.2	154,585.00	160,311.32	165,769.35	170,744.87	175,695.18	827,105.72
		2.3	192,206.04	199,340.88	206,135.67	212,345.25	218,470.30	1,028,498.14
		2.4	549.06	569.39	588.72	606.32	623.95	2,937.44
		2.5	129,263.78	134,049.02	138,614.29	142,774.95	146,911.87	691,613.91
		2.6	13,842.09	14,353.86	14,842.80	15,288.53	15,734.09	74,061.37
		3.1	268,972.30	278,922.85	288,404.24	297,065.01	305,673.31	1,439,037.71
		3.2	21,445.62	22,238.51	22,996.11	23,686.62	24,371.92	114,738.78
		3.3	24,288.37	25,187.61	26,045.64	26,828.60	27,605.03	129,955.25
		3.4	2,884.15	2,990.90	3,092.45	3,185.04	3,277.27	15,429.81
		4	83,644.12	86,742.58	89,687.02	92,372.69	95,047.32	447,493.73
		4.1	1,412.34	1,464.58	1,514.46	1,559.86	1,605.16	7,556.40
		5	251,521.91	260,828.78	269,681.45	277,763.24	285,823.65	1,345,619.03
		6	2,232.88	2,314.00	2,392.72	2,464.40	2,535.73	11,939.73
		7	168,587.62	174,830.13	180,786.64	186,202.55	191,613.15	902,020.09
		8	13,831	14,340.73	14,827.16	15,271.81	15,715.14	73,986.15
			1,964,662.01	2,037,415.30	2,106,673.09	2,169,848.89	2,232,733.18	10,511,332.47
			1,964,662.01	2,037,415.31	2,106,673.09	2,169,848.89	2,232,733.18	

**ASRC Aerospace Corporation**  
**Solicitation No.: PR-R9-01-10819**

<b>ASRC Aerospace Corporaton</b> <b>Solicitation No.: PR-R9-01-10819</b> <b>Other Direct Cost Detail</b> <b>Base Period</b>	
<b>Description</b>	<b>Dollars</b>
<b>Other Direct Costs (ODC's)</b>	
Backup Exec. Software	1,000.00
CD Burner - Purchase	
Computer Equipment - Lease	9,420.00
Computer Equipment - Purchase	12,000.00
Copier Lease	20,400.00
Copier Machine Repairs and Maintenance	6,480.00
Duplex Scanner - Purchase	19,000.00
Building Operating Cost	20,519.16
Fax Machine - Purchase	1,700.00
Furniture - Purchase	
Headphones for Telephones	600.00
Lotus Notes Upgrades	
Microfilm Production	4,000.00
Microfilm Reader Repairs and Maintenance	240.00
Microfilm Testing	200.00
Miscellaneous Supplies	1,200.00
MS Office Suite Upgrade	50.00
Outside Services - (Blow Backs)	1,500.00
Printer Repairs and Maintenance	750.00
Rent	410,383.00
Scanner Repairs and Maintenance	5,000.00
Shredder Repairs and Maintenance	400.00
SpaceSaver Shelving Repairs and Maintenance	200.00
Telephone Services	6,600.00
Training	2,500.00
Travel	6,761.00
Typewriter Repairs and Maintenance	200.00
Uninterruptible Power Supply Equipment	900.00
<b>Total Other Direct Cost</b>	<b>532,003.16</b>



ASRC Aerospace Corporation  
Solicitation No.: PR-R9-01-10819

ASRC Aerospace Corporaton Solicitation No.: PR-R9-01-10819 Other Direct Cost Detail Option Year 1	
Description	Dollars
Other Direct Costs (ODC's)	
Backup Exec. Software	
CD Burner - Purchase	
Computer Equipment - Lease	9,420.00
Computer Equipment - Purchase	12,000.00
Copier Lease	20,400.00
Copier Machine Repairs and Maintenance	6,713.28
Duplex Scanner - Purchase	
Building Operating Cost	21,545.15
Fax Machine - Purchase	
Furniture - Purchase	
Headphones for Telephones	
Lotus Notes Upgrades	2,160.00
Microfilm Production	4,144.00
Microfilm Reader Repairs and Maintenance	248.64
Microfilm Testing	207.20
Miscellaneous Supplies	1,243.20
MS Office Suite Upgrade	
Outside Services - (Blow Backs)	1,554.00
Printer Repairs and Maintenance	777.00
Rent	430,902.00
Scanner Repairs and Maintenance	5,180.00
Shredder Repairs and Maintenance	414.40
SpaceSaver Shelving Repairs and Maintenance	
Telephone Services	6,837.60
Training	2,590.00
Travel	7,004.40
Typewriter Repairs and Maintenance	207.20
Uninterruptible Power Supply Equipment	
<b>Total Other Direct Cost</b>	<b>533,548.07</b>

ASRC Aerospace Corporation  
Solicitation No.: PR-R9-01-10819

ASRC Aerospace Corporaton Solicitation No.: PR-R9-01-10819 Other Direct Cost Detail Optio Year 2	
Description	Dollars
<b>Other Direct Costs (ODC's)</b>	
Backup Exec. Software	
CD Burner - Purchase	1,200.00
Computer Equipment - Lease	9,420.00
Computer Equipment - Purchase	12,000.00
Copier Lease	20,400.00
Copier Machine Repairs and Maintenance	6,961.67
Duplex Scanner - Purchase	
Building Operating Cost	22,622.39
Fax Machine - Purchase	
Furniture - Purchase	
Headphones for Telephones	
Lotus Notes Upgrades	
Microfilm Production	4,297.33
Microfilm Reader Repairs and Maintenance	257.84
Microfilm Testing	214.87
Miscellaneous Supplies	1,289.20
MS Office Suite Upgrade	9,450.00
Outside Services - (Blow Backs)	1,611.50
Printer Repairs and Maintenance	805.75
Rent	452,447.00
Scanner Repairs and Maintenance	5,371.66
Shredder Repairs and Maintenance	429.73
SpaceSaver Shelving Repairs and Maintenance	
Telephone Services	7,090.59
Training	2,685.83
Travel	7,263.56
Typewriter Repairs and Maintenance	214.87
Uninterruptible Power Supply Equipment	
<b>Total Other Direct Cost</b>	<b>566,033.78</b>

**ASRC Aerospace Corporation**  
**Solicitation No.: PR-R9-01-10819**

<b>ASRC Aerospace Corporaton</b> <b>Solicitation No.: PR-R9-01-10819</b> <b>Other Direct Cost Detail</b> <b>Option Year 3</b>	
<b>Description</b>	<b>Dollars</b>
<b>Other Direct Costs (ODC's)</b>	
Backup Exec. Software	2,000.00
CD Burner - Purchase	
Computer Equipment - Lease	9,420.00
Computer Equipment - Purchase	12,000.00
Copier Lease	20,400.00
Copier Machine Repairs and Maintenance	7,198.37
Duplex Scanner - Purchase	
Building Operating Cost	23,753.52
Fax Machine - Purchase	
Furniture - Purchase	
Headphones for Telephones	
Lotus Notes Upgrades	
Microfilm Production	4,443.44
Microfilm Reader Repairs and Maintenance	266.61
Microfilm Testing	222.17
Miscellaneous Supplies	1,333.03
MS Office Suite Upgrade	
Outside Services - (Blow Backs)	1,666.29
Printer Repairs and Maintenance	833.14
Rent	475,070.00
Scanner Repairs and Maintenance	5,554.30
Shredder Repairs and Maintenance	444.34
SpaceSaver Shelving Repairs and Maintenance	
Telephone Services	7,331.67
Training	2,777.15
Travel	7,510.52
Typewriter Repairs and Maintenance	222.17
Uninterruptible Power Supply Equipment	900.00
<b>Total Other Direct Cost</b>	<b>583,346.72</b>

**ASRC Aerospace Corporation**  
**Solicitation No.: PR-R9-01-10819**

<b>ASRC Aerospace Corporaton</b> <b>Solicitation No.: PR-R9-01-10819</b> <b>Other Direct Cost Detail</b> <b>Option Year 4</b>	
<b>Description</b>	<b>Dollars</b>
<b>Other Direct Costs (ODC's)</b>	
Backup Exec. Software	
CD Burner - Purchase	
Computer Equipment - Lease	9,420.00
Computer Equipment - Purchase	2,000.00
Copier Lease	20,400.00
Copier Machine Repairs and Maintenance	7,414.32
Duplex Scanner - Purchase	
Building Operating Cost	24,941.16
Fax Machine - Purchase	
Furniture - Purchase	
Headphones for Telephones	
Lotus Notes Upgrades	
Microfilm Production	4,576.74
Microfilm Reader Repairs and Maintenance	274.60
Microfilm Testing	228.84
Miscellaneous Supplies	1,373.02
MS Office Suite Upgrade	
Outside Services - (Blow Backs)	1,716.28
Printer Repairs and Maintenance	858.14
Rent	498,823.00
Scanner Repairs and Maintenance	5,720.93
Shredder Repairs and Maintenance	457.67
SpaceSaver Shelving Repairs and Maintenance	
Telephone Services	7,551.62
Training	2,860.46
Travel	7,735.84
Typewriter Repairs and Maintenance	228.84
Uninterruptible Power Supply Equipment	
<b>Total Other Direct Cost</b>	<b>596,581.46</b>

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P		APPR		PROGRAM	SITE/	COST	OBJ		
DCN	BFYS	NUMBER	ORG	ELEMENT	PROJECT	ORG	CLSS	AMOUNT	/
H1X035	01	T	09K	50103E	09ZZSW00	C016	2505	\$2,609,466.00	C
H1H034	01	T	09K0F	50102D	09ZZSW00	C019	2505	\$114,000.00	C
HJ1135	01	T	9AK0P	50102D	09ZZSW00	C021	2505	\$751,000.00	C

**B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY  
CONTRACT (EPAAR 1552.216-73) (APR 1984) DEVIATION**

The following fixed rates shall apply for payment purposes for the duration of the contract.

See attachment 6 of proposal incorporating the fixed rates, provisional O&H, provisional G & A, and fixed fee through the life of this contract including option years as exercised.

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the Contracting Officer's Representative. The Government shall pay the Contractor for the life of a task order at rates in effect when the task order was issued, even if performance under the task order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

**B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$5000. The amount of all orders shall not exceed \$3,474,466 for Base Year and \$3.5 mil for each exercised option year.

**B.3 CEILING PRICE (EP 52.216-150) (APR 1984)**

The ceiling price of this contract is <sup>12,474,466</sup>~~\$3,474,466~~. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

**B.4 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

- (a) The estimated cost of this contract is \$3,231,253.
- (b) The fixed fee is 7%.
- (c) The total estimated cost and fixed fee is \$3,474,466.

**B.5 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)**

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

see attached sheet 6 of proposal

**B.6 LIMITATION OF FUNDS (EP 52.232-101) (APR 1984)**

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$3,474,466 is allotted to cover estimated cost. The amount allotted for costs is estimated to cover the contractor's performance through October 18, 2002. \_\_\_\_\_.

(b) When the contract is fully funded as specified in the Estimated Cost Clause (EP52.216-180) , the Limitation of Cost clause shall become applicable.

**B.7 CONSIDERATION AND PAYMENT SCHEDULE (ADP A270-620) (SEP 1988)**

This contract consists of a base period and 4 option period(s). These period(s) are as described below:

Base Period:	10/19/01 through 10/18/02
Option One:	10/19/02 through 10/18/03
Option Two:	10/19/03 through 10/18/04
Option Three:	10/19/04 through 10/18/05
Option Four:	10/19/05 through 10/18/06

The prices included in Section B are fixed for the duration of the contract, subject to applicable credits and any other price reductions specified elsewhere in the contract.

**B.8 MINIMUM AND MAXIMUM QUANTITIES (ADP A270-630) (APR 1993)**

MINIMUMS:

The following amounts represent the contract minimum by period:  
\$5000

MAXIMUMS:

There is no separate maximum per contract period on the quantity of any

line item ordered. However, see Section F for installation and delivery restraint, if applicable. The maximum quantities are specified as follows:

Notwithstanding the model used to evaluate maintenance during the solicitation phase, the maximum quantity for maintenance includes maintenance of all maintainable items ordered under this contract for the entire contract period including all exercised options.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FAR 52.212-3) (OCT 1999)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

[ ] TIN: 52-2055828



☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☒ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☒ Name and TIN of common parent:

Name\_Arctic Slope Regional Corporation\_

TIN 92-0044137

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents, for general statistical purposes, that it

[ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million

___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) *General.* The offeror represents that either--

(A) It ☒ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]*

(d) *Representations required to implement provisions of Executive Order 11246--*(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written

affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate*. (Applies only if FAR clause 52.225-9, *Buy American Act - Trade Agreement - Balance of Payments Program*, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

_____
_____
_____

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) *Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program, is included in this solicitation.)*

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary )

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Insert line item numbers)

(iv) Offers will be evaluated in accordance with FAR Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) *Alternate I.* If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

---

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that-

(1) The offeror and/or any of its principals [ ]are, [ ]are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ]Have, [ ]have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [ ]are, [ ]are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

## **C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.

7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**C.3 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included

**C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer

program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) *General.* The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
401 M Street, S.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents



included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: [gopher.epa.gov](http://gopher.epa.gov) is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

#### **C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**SECTION D - PACKAGING AND MARKING**

**[For this Contract, there are NO clauses in this Section]**

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

**E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Elaine Chan is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

**F.2 MONTHLY PROGRESS REPORT--INDEFINITE DELIVERY/INDEFINITE QUANTITY  
FIXED-RATE SERVICES CONTRACT (EPAAR 1552.210-74) (SEP 1990) DEVIATION**

(a) The contractor shall furnish the below listed copies of a combined monthly technical and financial progress report briefly stating the progress made, including the percentage of the work ordered and completed during the reporting period. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period.

(b) The report shall include the following financial information for each delivery order:

- (1) Delivery order number, date and title;
- (2) EPA client organization;
- (3) Period of performance, including explanations for any extensions that may be needed;
- (4) Number of hours, loaded rate applied, and corresponding total dollar amount expended for each employee (by name) within all labor categories employed during the reporting period;
- (5) Cumulative number of hours and corresponding dollar amounts expended to date by labor category;
- (6) Cumulative listing of all invoices submitted including invoice number, date submitted, period of invoice, total amount of invoice, and amount paid;
- (7) Any accumulated charges that have not been invoiced and reasons why they have not been billed;

(8) Estimated costs and labor hours to be expended during the next reporting period.

(c) The reports shall be submitted to the following addresses on or before the 20 of each month following the first complete calendar month of the contract. Distribute reports as follows:

one copy to: Project Officer  
Contracting Officer

**F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION**

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the

"Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20 of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

\_\_1 copy to: Project Officer  
Contracting Officer

**F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from 10/19/01 through 10/18/02 with designated options as indicated in B7.

**F.5 LEASE PERIOD - EQUIPMENT (GSA A260-605) (JUN 1991) ALTERNATE I (JUN 1991)**

The lease period for the equipment provided hereunder (if not purchased) will begin with the first day of the successful 30-day performance period for the equipment.

**F.6 NOTICE OF COMPLETION (GSA T010) (JUL 1994)**

The Contractor shall provide written notice of completion to the COTR, as well as any other Government official designated in a delivery order, within 5 working days after the delivery of equipment and/or performance of services.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block \_\_\_\_ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation



instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

## **G.2 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)**

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the

correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

### **G.3 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management  
(3802R)  
401 M St., S.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the

final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center  
Period  
Rate  
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center  
Period  
Rate  
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### **G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer: Elaine Chan

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer: Peggy De La Torre

Contract Specialist - Curt Ushijima

**G.5 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

\_\_\_N/A\_\_\_\_\_

**G.6 GOVERNMENT PROPERTY (EP 52.245-100) (APR 1998)**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting Officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

[\$ICNTRCR ACQD GV PRPY]

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

[\$IGV FRNSHD PRPY]

(d) The "EPA Contract Property Administration Requirements," provided below, apply to this contract.

**U.S. Environmental Protection Agency  
PROPERTY ADMINISTRATION REQUIREMENTS (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government

property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and Part 45 of the Federal Acquisition Regulation (FAR).

**2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.** EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO.

Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

**3. REQUESTS FOR GOVERNMENT PROPERTY.**

- a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum the request shall contain the following elements:
  1. Contract number for which the facilities are required.
  2. An item(s) description, quantity and estimated cost.
  3. Certification that no like contractor facilities exist which could be utilized.
  4. A detailed description of the task-related purpose of the facilities.
  5. Explanation of negative impact if facilities are not provided by the Government.
  6. If applicable, recommend the exception under FAR 45.302-1(a) or EPA's class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
  7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

**The contractor may not proceed with acquisition on behalf of the Government**

until receipt of written authorization from the EPA CO.

**4. TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided, by the contractor, to the EPA CO.

**5. RECORDS OF GOVERNMENT PROPERTY.**

- a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.
- b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.
- c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

- f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The Contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See Section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

- a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- b. For material, the contractor shall provide the total acquisition cost only.
- c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.
- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.
- e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.
- f. Distribution shall be as follows:
 

Original to:	EPA CO
1 copy:	DCMC PA
- g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of

these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

- h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

- a. Identification of Excess Property. The disposition process begins with the **contractor** identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO, in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.
- b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426 - 1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"NOTE TO PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.
- c. Disposition Instructions.
  1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.
  2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request,



from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

**9. CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number  
 Description  
 Manufacturer  
 Model  
 Serial Number  
 Acquisition Date  
 Date received  
 Acquisition Cost \*  
 Acquisition Document Number  
 Location  
 Contract Number  
 Account Number (if supplied)  
 Superfund (Yes/No)  
 Inventory Performance Date  
 Disposition Date

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

#### **G.7 GOVERNMENT-FURNISHED PROPERTY (EP 52.245-120) (SEP 1994)**

(a) The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

\_see attached list in accordance with Attachment 3 of the proposal

(b) This contract incorporates the "EPA Contract Property Administration Requirements" dated June 20, 1994, provided below.

#### **EPA CONTRACT PROPERTY ADMINISTRATION REQUIREMENTS (6/20/94)**

**PURPOSE.** The purpose of this document is to provide the Environmental Protection Agency's (EPA) requirements for the control of Government property

in the hands of its contractors. These requirements are in addition to the minimum requirements contained in the Government property clause of the contract and the applicable provisions of the Federal Acquisition Regulation (FAR) Subpart 45.5. These EPA specific requirements were previously detailed in the EPA Contractor's Guide for the Control of Government Property which is no longer effective.

PROPERTY COORDINATOR. EPA has established Contract Property Coordinating Offices at each of the three major procurement activities within the Agency: Headquarters; Research Triangle Park, N.C.; and Cincinnati, Ohio. These offices contain Contract Property Coordinators (CPCs) who will function primarily at coordinators between EPA and the Defense Contract Management Command (DCMC), who serves as the Property Administrator (PA) under Agency contracts, on the resolution of general policy issues regarding the administration of Government property. Additionally, CPCs serve as the point of contact on two matters described later in this document: (1) authorizing submission of the detailed inventory report in an electronic format, and (2) the screening of items reported as excess. Except as specified under FAR Subpart 45.5, the PA will serve as the point of contact on all other matters of property management.

REPORT OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report by contract of Government property with an acquisition cost of more than \$1,000 in the contractor's possession as of September 30. Additionally, EPA requires the submission of two other reports, both pertaining to EPA property in the contractor's possession by contract as of September 30, whether owned or leased for more than 60 days, with an acquisition cost of more than \$1,000.

The first report is a detailed annual inventory report covering all property in the contractor's possession. The second report is an annual acquisition report including all property acquired since the last acquisition report. Previously, EPA required EPA Form 1730-1 to be submitted each time an item of property with an acquisition cost of more than \$1,000 was acquired. Because of the new requirement for an annual acquisition report, this is no longer required.

Except as provided below, two (2) copies each of the referenced reports shall be submitted to the PA by October 31.

The contractor may use DD Form 1662 for the annual summary report. If authorized by the CPC, the contractor may submit the detailed inventory report in an electronic format. If the detailed inventory report is electronically submitted, only one hard copy of the report is required.

For EPA contracts, the contractor is required to maintain, at a minimum, the following data elements unless otherwise approved by the PA. Those marked with a (1) must be included in the EPA annual detailed inventory report and those marked with a (2) must be included in the EPA annual acquisition report:

For Government Owned Property:

- (1),(2) EPA Identification Number (if supplied)
- (1),(2) Contractor Identification Number (if assigned)
- (1),(2) Description
- (1),(2) Manufacturer

- (1),(2) Model
- (1),(2) Serial Number
- (1),(2) Acquisition Date
- (1),(2) Acquisition Cost
- (1),(2) Acquisition Document Number
- (1),(2) Account Number
- (1),(2) Superfund (Yes/No)
- Maintenance Cost
- Condition Code (as shown in Federal
- Property Management Regulations)
- Location
- (1),(2) Contract Number

For Property Leased Over 60 days:

- (1),(2) EPA Identification Number (if supplied)
- (1),(2) Contractor Identification Number (if assigned)
- (1),(2) Description
- (1),(2) Manufacturer
- (1),(2) Model
- (1),(2) Serial Number
- (1),(2) Beginning Date of Lease
- (1),(2) Projected End Date of Lease
- (1),(2) Lease Cost per month
- (1),(2) Total Purchase Credits to Date
- (1),(2) Acquisition Document Number
- (1),(2) Account Number
- (1),(2) Superfund (Yes/No)

TRANSFERS. When the contractor receives Government furnished property (GFP), the contractor should receive from the transferor all of the minimum data elements required for the annual inventory submission except location. Normally, this information is provided on the Property Receipt and Transfer Document (EPA 1700-7) or equivalent. In other cases, this information may be included in the basic contract or modification thereof, authorizing the GFP. If this information has not been obtained by the time of receipt of the property, the contractor must request it from the Project Officer (PO). Upon return of the property to EPA, the same data must be provided to the PO on EPA form 1700-7 or equivalent.

EXCESS. The contractor will identify under-utilized property and ask the PO to verify that the items are excess to the contract. If directed by the Project Officer, the contractor will report the items as excess to the Contracting Officer, and the CPC for screening by EPA. The items may be reported in writing or by EPA's electronic mail system. After the appropriate internal screening period (45 days for written and 30 days for electronic), the contractor will report the excess property to DCMC on the appropriate inventory schedule form in FAR 45.606-5. CLEARLY INDICATE ON THE SCHEDULE WHEN SUPERFUND PROPERTY IS BEING REPORTED. The CPC may authorize concurrent internal screening and reporting to the CPC and PA if necessitated by time constraints or the type and condition of the items.

SUPERFUND. If non-expendable items are identified as Superfund property by the PO, the contractor must physically mark each item as Superfund property and identify them as Superfund property in the official EPA records.

MOTOR VEHICLES. Contractors with Government motor vehicles are required to submit to the EPA, Facilities Management and Services Division (FMSD); Transportation Management Section 3204; 401 M Street SW; Washington, DC 20460, a master record report, a status change report and an annual operating summary report for each vehicle in their possession. Instructions from FMSD on the completion of these reports will be provided after the approval for acquisition of the vehicle.

LOSS DAMAGE AND DESTRUCTION (LDD) Contractors are required to maintain records of all LDD. All suspected thefts and other LDD over \$1000 must be promptly reported to the PA. The records of all LDD under \$1,000 (except suspected thefts) will be reviewed during the PA's periodic analysis of the contractors property control system.

**G.8 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)**

The contract property administrator

Defense Contract Management Command (DCMC)

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is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION****(a) Definitions.**

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

**(b) Prohibition.**

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

**(c) Affirmative Requirements.**

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

### **H.3 ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994)**

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

### **H.4 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION**

(a) The Government has the option to extend the effective period of this contract for 2 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

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(c) The "Effective Period of the Contract" clause will be modified as follows:



Period	Start Date	End Date
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Base Period	10/19/01	10/18/02
Option Period I	10/19/02	10/18/03
Option Period II	10/19/03	10/18/04
Option Period III	10/19/04	10/18/05
Option Period IV	10/19/05	10/18/06

#### **H.5 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

#### **H.6 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

#### **H.7 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)**

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's

liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

#### **H.8 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

#### **H.9 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or

from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.10 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA

employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.11 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI

relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.12 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only

disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

#### **H.13 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)**

#### **H.14 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.15 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.16 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

As indicated in the ASRC's proposal

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days



after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.17 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.18 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

#### **H.19 EQUIPMENT MOVES (GSA T020) (JUL 1994)**

Except for moves necessary for day-to-day operations, equipment shall not be moved from the general location in which installed unless the contractor has been notified in writing by the Contracting Officer that a move is to be made.

Upon written notification, equipment, other than station equipment, shall be moved within a building or from one building to another within the geographic scope of this contract. Costs associated with the movement of such equipment shall be negotiated on an individual basis prior to the occurrence of the move.

The Contractor shall deinstall, pack, relocate, unpack, and install the equipment in good operating condition. The Government shall give at least 30 calendar days written notice of moves, except in emergencies. When such moves are ordered by the Government, there will be no cessation of rental, maintenance, and warranty.

#### **H.20 GOVERNMENT FURNISHED MATERIAL, LABOR OR FACILITIES (ADP A280-735) (APR 1993)**

The Government requires limited use as follows:

As directed by the Project Officer

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.216-8	MAR 1997	FIXED FEE
52.217-8	AUG 1989	OPTION TO EXTEND SERVICES
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS DEVIATION
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-40	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED-CONTRACTS OF \$2,500 OR LESS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE

		YEAR AND OPTION CONTRACTS)
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-10	OCT 1997	WASTE REDUCTION PROGRAM
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-28	APR 1989	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS
52.232-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.245-3	APR 1984	IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.247-21	APR 1984	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
52.247-28	APR 1984	CONTRACTOR'S INVOICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-13	APR 1984	FAILURE TO PERFORM
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

**I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

### **I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

### **I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are

certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### **I.5 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10/19/01 through 10/18/02. This also includes the stated options in B7.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **I.6 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of funding designated.

(2) Any order for a combination of items in excess of the funding;

(3) A series of orders from the same ordering office within \_\_\_\_\_ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation ), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.7 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 10/18/02 beyond the expiration date of the contract unless the Option Years are exercised .

#### **I.8 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (FEB 1990) ALTERNATE I (FEB 1990)**

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and

conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Delegates to the Environmental Protection Agency the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Environmental Protection Agency shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under the contract will be deposited directly by the Environmental Protection Agency to a special bank account established by the subcontractor and that all disbursements will require approval and counter signature by the SBA or a third party approved by SBA.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Environmental Protection Agency Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

#### **I.9 SPECIAL 8(a) SUBCONTRACT CONDITIONS (FAR 52.219-12) (FEB 1990)**

(a) The Small Business Administration (SBA) has entered into Contract No. \_\_\_\_\_ with the Environmental Protection Agency to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The \_\_\_\_\_, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. \_\_\_\_\_ for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility for the administration of this subcontract to the Environmental Protection Agency with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Environmental Protection Agency.

(4) That it will notify the Environmental Protection Agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Environmental Protection Agency.



**I.10 SECTION 8(a) AWARD (FAR 52.219-17) (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Environmental Protection Agency the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Environmental Protection Agency Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Environmental Protection Agency.

**I.11 SECTION 8(A) DIRECT AWARD (FAR 52.219-70XX) (JUN 1998)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the EPA. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration  
Alaska District Office #1084  
222 West 8<sup>th</sup> Avenue  
Anchorage, AK 99513-7559

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice

to the SBA before it issues a final notice terminating performance, either in whole or part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting.

**I.12 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____

**I.13 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)**

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor \_\_\_\_\_ and the \_\_\_\_\_ (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a

hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

**I.14 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)**

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

**I.15 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (FAR 52.223-9) (OCT 1997)**

**I.16 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)**

Funds are not presently available for performance under this contract beyond 10/18/02. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 10/18/02, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**I.17 PERFORMANCE-BASED PAYMENTS (FAR 52.232-32) (MAY 1997)**

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.* (1) The Contractor shall not be

entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract, and approved requests shall be paid in accordance with the prompt payment period and provisions specified for contract financing payments by that clause. However, if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification, payment is not required, and prompt payment period shall not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.* (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (I) of this clause).

(2) Performance of this contract is endangered by the Contractor's (I) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.* (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be

allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (I) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, tapes, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(I) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and

to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.* (1) No payment or vesting of title under this clause shall (I) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (I) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made.
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that---

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the

contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

**I.18 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

**I.19 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)**

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.20 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR  
LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION**

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h)



of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time

required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry

such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### **I.21 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

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[ Insert one or more Internet addresses ]

#### **I.22 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Schedule B Spread sheets for fixed hourly rates, provisional overhead, g&a and fixed fee.

Wage Determination No. 1994-2059 Rev. 17 dtd 5/31/2001

Contractor's Proposal is hereby incorporated into the contract.

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 Reference Statement**

see proposal

ATTACHMENT 1

SUPERFUND RECORDS CENTER



## **TASK 1 - PROJECT MANAGEMENT**

### **SUBTASK 1.1 - MANAGE THE DELIVERY ORDER**

The contractor shall manage the Delivery Order Project Team and modify the approved Project Plan to reflect minor changes that do not require CO approval.

The contractor in Region 9 shall prepare monthly reports, site-specific invoicing of direct charges to sites, prepare reports on the status of projects, and property inventory. The contractor shall meet with the DOPO as needed, but at least monthly, to review the monthly reports and to verify status of Delivery Order tasks.

The contractor in Region 9 shall document Records Center operation procedures, procedures manuals and written guidance material shall be updated as needed to reflect changes in Records Center practice, EPA requirements and technological resources. The collection of Records Center policies and procedures shall be maintained in the Records Center.

### **DELIVERABLES**

Product Assurance Plan

Monthly technical and financial reports

Various Region 9-specific reports, due by the 10th working day of each month

Site-specific distribution of costs, attached to each monthly invoice for DOPO review and approval

List of EPA property inventory due semi-annually

Records Center guidance material intended for use by EPA staff

### **ACCEPTANCE CRITERIA**

The product assurance plan will be accepted if it addresses each deliverable in the project plan, clearly states the review steps to be applied to each deliverable, and provides for adequate review time.

The monthly financial reports will be accepted if they meet the requirements of the contract.

The various Region 9-monthly reports will be accepted if they correctly reflect activities performed during the month.

The EPA property inventory will be accepted if it correctly reflects the EPA assets contained in the Records Center and it is submitted semi-annually.

Records Center guidance material will be accepted if it is timely, accurate and clearly written.

### **SUBTASK 1.2 - CLOSE-OUT OF THE DELIVERY ORDER**

Based on procedures established by the DOPO, the contractor shall provide for the close-out of the Delivery Order at the end of the period of performance.

## **Close-Out Reporting Requirements**

At time of Close-Out the contractor shall provide the EPA with written instructions which may be used to access all databases stored on the EPA LANs or back-up diskettes or other electronic and/or optical media. Access instructions should include but not be limited to databases which contain the manuals, indices, text, and images of the site files and as well as any other documents prepared for the EPA during the period of performance. This also includes access to databases, platters, disks, etc., that the contractor is storing off site as backup. Additional special reports may also be needed at the time of contract close out.

## **TASK 2 - DOCUMENT COLLECTING, ORGANIZING, PROCESSING, INDEXING, SCANNING, STORAGE AND RECYCLING/SHREDDING**

The contractor shall collect, organize, index, scan, and store records following established Region 9 procedures. The contractor shall take measures to ensure the quality of all procedures and deliverables.

The contractor shall establish files; organize and index the files in accordance with the Region's document-level indexing and retrieval system, ImageTrax, or the Superfund Document Management System (SDMS).

### **SUBTASK 2.1 - ORGANIZING AND INDEXING**

Files shall be indexed according to priorities established by the DOPO. The contractor shall organize and index documents at the document, folder or box level following established Region 9 procedures.

Documents to be retired to the FRC/NARA shall be organized, placed in folders, and identified with folder labels. A box list and SF-135 form shall be filled out for each accession. Accessions shall be tracked in the Holdings Database.

### **SUBTASK 2.2 - DOCUMENT PICK-UP, PROCESSING, FILE MANAGEMENT, AND STORAGE**

The contractor shall pick up boxes of documents from the EPA Regional Offices on a regular schedule. Documents shall be received and processed for addition to the onsite collection or identified as inactive records for storage at the FRC/NARA in San Bruno, California. The Holdings Database shall be maintained to keep track of all onsite and offsite storage.

Records requiring processing for storage onsite or at the FRC/NARA include large and small paper documents, voluminous and odd-shaped items, maps, photographs, slides, audio/visual tapes, compact disks, computer diskettes, etc. All records shall be labeled and stored following Region 9 procedures.

The contractor shall retrieve and process records to create ARs and other special collections at the request of the DOPO. Processing includes organizing, removing bindings, redacting, stamping, and photocopying documents. Processing may also include preparation for scanning or microfilming.

The contractor shall maintain the file collections; space onsite (including the box storage area, movable shelving units, map cases, and multi-media storage cases) shall be monitored, and inactive records suitable for retirement to the FRC/NARA shall be identified and reported to the DOPO. Documents returned from circulation or offsite microfilm/photocopy services shall be quality assured before being replaced in storage.

The contractor shall prepare accessions for transfer to the FRC/NARA. The contractor shall prepare box lists and SF-135 forms for each accession. The EPA will provide transportation to the FRC/NARA, but the contractor shall load boxes at the Records Center and unload boxes at the FRC/NARA. The contractor is responsible for the recall and

deaccessioning of records from the FRC/NARA, as well as the addition or interfiling of records already at the FRC/NARA.

The contractor shall send microfilm silver masters to a climate-controlled vault at the FRC/NARA.

### **SUBTASK 2.3 - SCANNING**

The contractor shall prepare and scan files into the Superfund Document Management System at the request of the DOPO. When documents have been scanned, indexed in SDMS and the images quality assured, the paper shall be placed in folders and retired to the FRC/NARA.

### **SUBTASK 2.4 - SCAP SUPPORT AND WASTELAN DATA ENTRY**

The contractor shall support Superfund's effort to track SCAP Accomplishment Documentation. Documents received in the Records Center with a SCAP Accomplishment Documentation Route Slip shall be tracked and indexed. The Records Center document identification number shall be input into the WasteLAN database for document location and SCAP reporting. The Route Slip shall be returned to the WasteLAN Database Coordinator. SCAP quality assurance projects shall be performed as assigned by the DOPO.

### **SUBTASK 2.5 - FINANCIAL DOCUMENTATION/COST RECOVERY PACKAGING**

The contractor shall organize, index, scan, perform quality assurance review, redact, duplicate, and file the original financial cost recovery documentation packages and any subsequent copies. At times, the contractor may use various EPA database systems to perform these tasks. These packages may consist of cost summaries only or cost summaries with supporting documents which were compiled by the Region 9 Office of the Comptroller, Cost Accounting Section (CAS) staff, and reviewed and approved for acceptance by one of the Cost Recovery Specialists.

### **SUBTASK 2.6 - RECYCLING AND SHREDDING**

Staff generate a lot of paper documents which accumulate in their work space. When requested by EPA staff, the contractor shall assist with recycling or shredding duplicate reports, memos, maps, and other documents

### **DELIVERABLES**

- Files organized and indexed according to established Region 9 procedures.
- Files picked up, processed, managed, and stored according to established Region 9 procedures.
- Files prepared scanned into the Superfund Document Management System and retired to the FRC/NARA at the direction of the DOPO.
- Redaction and quality assurance activities provided at the direction of the DOPO.
- Cost Recovery documentation packages collected, organized, indexed, scanned, duplicated, filed and stored.
- Cost package and financial documentation retrieval and circulation services provided.
- Recycle or shred documents according to EPA's staff instruction/request.

### **ACCEPTANCE CRITERIA**

The EPA will use the following criteria to evaluate the contractor's performance of this task:

Transfer of Records Forms processed promptly and records shall be picked up according

to established weekly schedule.  
Files indexed according to priorities established by the DOPO.  
Files processed, stored, and managed according to established procedures.  
Files scanned and quality assured according to established procedures.  
SF-135 forms are error free.  
SCAP documentation indexed and recorded in WasteLAN according to established procedures.  
Silver archival film transferred to the Suitland, MD FRC/NARA at least twice yearly, or as required based on filming activity.  
Financial documentation/cost recovery packages organized and processed according to established procedures.  
Indexing accurate 95% of the time.

### **TASK 3 - REFERENCE, CIRCULATION, SEARCH, RETRIEVAL OF DOCUMENTS ONSITE OR AT FRC/NARA, AND CD-ROM PRODUCTION**

The contractor shall provide document retrieval services to EPA staff and the public. The contractor shall provide same-day service for routine requests. For more complex requests, the contractor shall propose a delivery schedule to the DOPO. The contractor shall maintain a public reading room for records viewing. The contractor shall electronically transfer selected file data at the direction of the DOPO. The contractor shall submit to HQ various file documents.

#### **SUBTASK 3.1 - FREEDOM OF INFORMATION ACT (FOIA)**

The contractor shall support, on an as needed basis, usually several times a month, EPA staff in responding to Freedom of Information Act (FOIA) requests from the public and Congressional inquiries.

#### **SUBTASK 3.2 - PHOTOCOPY AND REDACTION SERVICE**

In preparing documents for retrieval and release, the contractor shall photocopy and redact sensitive information at the direction of the DOPO or EPA staff in accordance with EPA policy and guidance, and with the advice of Regional Counsel.

#### **SUBTASK 3.3 - CD-ROM SERVICE**

As directed by the DOPO, the contractor shall provide documents to EPA staff and the public in CD-ROM format when such documents have been indexed and scanned into the Superfund Document Management System.

#### **SUBTASK 3.4 - SUBMITTAL OF RODS, ESDS, ROD AMENDMENTS TO EPA HEADQUARTERS**

The contractor shall, on a quarterly basis, provide Records of Decision (RODs), Explanations of Significant Differences (ESDs), and ROD Amendments, to EPA Headquarters in CD-ROM format or hard copy as appropriate.

### **DELIVERABLES**

Document retrieval service provided to EPA staff and the public within established time frames.

Submission of FOIA collections to EPA staff as scheduled by the DOPO.  
Photocopy and redaction service provided at the direction of the DOPO.  
Documents provided to EPA staff or the public on CD-ROM when appropriate.  
Quarterly submittal of RODs, ESDs, and ROD Amendments to EPA headquarters.

#### **ACCEPTANCE CRITERIA**

The EPA will use the following criteria to evaluate the contractor's performance of this task:

Accurate and timely document retrieval service to EPA staff and the public.  
Submission of FOIA collections to EPA staff as scheduled by the DOPO.  
Photocopy and redaction service provided at the direction of the DOPO.  
Documents provided to EPA staff or the public on CD-ROMs when appropriate.  
Quarterly submittal of RODs, ESDs, and ROD Amendments to EPA headquarters.

#### **TASK 4 - ADMINISTRATIVE RECORDS (ARs) AND SPECIAL COLLECTIONS MANAGEMENT**

The contractor shall compile ARs or other special collection of documents for Superfund remedial and removal and close-out/deletion docket actions. The contractor shall update information in the AR repository database. The contractor shall assist the Community Relations Specialist (CRS) with the Information Repository Manual and indices.

The contractor shall, on an as needed basis, collect, organize, index, scan, redact, duplicate, redact, compile and file "work performed" documents for possible inclusion in an appropriate cost recovery documentation package.

##### **SUBTASK 4.1 - MICROFILM AND ELECTRONIC MEDIA MANAGEMENT**

At the direction of the DOPO, the contractor shall be responsible to produce microfilm and/or other electronic media "copies" of special collections such as ARs and Information Repository (IR) files to meet "customer," records, and management needs.

#### **DELIVERABLES**

ARs, special collections, and "work performed" documents and their updates compiled, duplicated, and disseminated at the request of the DOPO.  
Work with local repositories identified by the Administrative Record Coordinator/DOPO to ensure ARs, Information Repository information and collections are complete and available to the public.  
Information in the Repositories database updated in a timely fashion.  
Site file and related documents are prepared for microfilming or other Electronic Media "copying" and/or data conversion by an off-site vendor.  
Collect, organize, index, scan, duplicate and file "work perform" document packages as scheduled.  
Provide redaction and quality assurance activities at the direction of the DOPO. Include site specific "work perform" documents in cost recovery document packages.  
Provide "work perform" documentation duplication, retrieval and circulation services to EPA, and DOJ staff as well as the public.

#### **ACCEPTANCE CRITERIA**

The EPA will use the following criteria to evaluate the contractor's performance of this task:

ARs, and special collections are organized, indexed, and disseminated in a timely fashion according to established guidelines.

"Work performed" documents are collected, organized, indexed, scanned, redacted, duplicated, compiled, and filed for possible inclusion in an appropriate cost recovery documentation packages. Completes redaction and quality assurance activities with a 95% accuracy and as scheduled by the DOPO. The contractor consistently provides retrieval and circulation services within 1 work day or as scheduled by the DOPO.

#### **TASK 5 - MANAGE THE DAY-TO-DAY OPERATIONS OF THE SUPERFUND RECORDS CENTER**

The contractor shall manage the day-to day operations of the Superfund Records Center facilities. The contractor shall maintain core working hours - Monday through Friday 8:00 a.m. to 5:00 p.m., except on Federal holidays.

##### **DELIVERABLES**

Manage the Superfund Records Center facilities during core working hours.  
Establish and follow standard opening and closing procedures.  
Maintain daily mail pickup and delivery service between the Records Center and EPA offices in 75 Hawthorne Street.  
Conduct regular staff meetings.  
Procure necessary office supplies and equipment.  
Establish emergency procedures.  
Ensure security of the facility.  
Maintain utilities, such as electricity and telephone service.  
Maintain the lease on the facility.

##### **ACCEPTANCE CRITERIA**

The EPA will use the following criteria when evaluating the contractor's management of the Superfund Records Center:

The contractor maintains core working hours for EPA and public access.  
The contractor anticipates and recommends purchase of supplies and equipment in a timely manner to avoid operational "down" time.  
The contractor anticipates and completes all activities required to operate and maintain space, utilities, etc., for the EPA Superfund Record Center located at 95 Hawthorne St., Suite 403S.

#### **TASK 6 - TRAINING AND ORIENTATION**

The contractor shall, on an as-needed basis, at the DOPO's direction, conduct training on Superfund records management requirements and systems. The contractor shall provide training sessions as needed and reference materials to the EPA or DOJ litigation support contractors or others to facilitate their use and adaptation of the site file data base.

##### **DELIVERABLES**

Conduct records management training sessions for EPA Superfund staff at the direction of the DOPO.

Provide tours of the Superfund Records Center for interested personnel at the direction of the DOPO.  
Provide AR and collections compilation training for EPA, state, local, and other federal agency personnel at the direction of the DOPO.  
Prepare and compile various training materials at the direction of the DOPO.  
Provide ImageTrax and SDMS training and reference materials to EPA or DOJ litigation support contractors and others at the direction of the DOPO.

#### ACCEPTANCE CRITERIA

The contractor will be evaluated based on his or her of presentations, training materials and the reference manual as well as the class evaluations completed by the trainees.

#### TASK 7 - ONLINE OPERATIONS AND INTERNET SUPPORT

The contractor shall maintain all Records Center file servers, workstations, printers, scanners, CD-ROM production equipment, and LAN functions in good working order according to accepted practices. The contractor shall also ensure that all software is installed and configured for optimal use. The contractor shall back-up all systems daily, and regularly send backup tapes offsite for safe storage. For more difficult system problems, the contractor shall coordinate with EPA Facilities & Information Resources Management (FIRM) staff and contractors, and with private computer service companies, if necessary. The contractor shall develop and update as necessary an emergency response plan for all computer systems in the event of a disaster or major computer failure to ensure the quickest possible return to normal operations. The contractor shall regularly post new Administrative Record index information on the Internet.

#### DELIVERABLES

Maintain all computer hardware and software used in the Records Center.  
Maintain and administer the EPA local area network (LAN) nodes located at the Superfund Records Center, including servers and printers.  
Assist EPA staff with technical problems relating to ImageTrax, Q!, and SDMS.  
Develop and maintain applications in Lotus Notes.  
Implement procedures to minimize data loss in case of system failure.  
Develop and update as necessary an emergency response plan for Records Center computer systems.  
Submit back-up tapes to the EPA once each month for delivery to FIRM staff.  
Provide technical support for the Projects, Repositories, and Property Inventory databases, and for site-specific invoicing activities.  
Provide computer support for ARs compilations.  
Post new Administrative Record index information on the Internet.  
Attend monthly Internet Workgroup meeting, when necessary.

#### ACCEPTANCE CRITERIA

The EPA will use the following criteria when evaluating the contractor's performance:

The contractor performs all necessary maintenance tasks to keep Records Center equipment and software functioning without major service breaks, such as performing routine maintenance and file backups to avoid data losses.  
Monthly, the contractor provides EPA FIRM staff with appropriately formatted electronic files for storage in Region 9's fireproof vault at the EPA's Richmond Lab.

The contractor regularly posts Administrative Record indexes and information on the Region's Web site.

The contractor attends and participates in the monthly Internet Workgroup meetings, when necessary.

#### **TASK 8 - ATTEND MEETINGS AND TELECONFERENCES**

The contractor shall attend and participate in national records management meetings sponsored by the EPA and attend specialized training as determined by the DOPO to be specifically tied to the performance of this Delivery Order.

#### **DELIVERABLES**

Attendance and participation at national records management meetings, conferences, and teleconferences sponsored by the EPA.

Attendance at specialized training, workshops, seminars, and demonstrations as directed by the DOPO.

#### **ACCEPTANCE CRITERIA**

The EPA will use the following criteria to evaluate the contractor's performance of this task:

Contractor attends all sessions of meetings, conference, and training sessions charged to the EPA under this Delivery Order.

Contractor submits a one-page summary, including an evaluation and suggesting possible uses of information obtained.

#### **7: REPORTING REQUIREMENTS**

See Tasks 2.1 Manage the Delivery Order and 2.2 Close-Out of the Delivery Order.

#### **8: ESTIMATED TOTAL LEVEL OF EFFORT (LOE)**

The Government estimates that this project will require the following effort and labor mix. This estimate is furnished for the purpose of providing additional information to the SOW and assisting the contractor in determining the necessary level of effort required for the Project Plan.

#### **9: LABOR MIX**

The contractor shall provide personnel that meet the experience and education requirements of the above labor categories as specified in the basic contract.

#### **10: OTHER REQUIREMENTS**

a. Guidelines/Standards:

See section 4, "BACKGROUND INFORMATION," subsections a., b., and c. above.



b. Distribution of deliverables requirements.

See each Task above

c. Hardware and Software.

Since the Records Center is considered off-site, computers need to be compatible with EPA Region 9 systems. Contractors are to upgrade when necessary to meet the tasks of the Delivery Order. Some of the copiers and printers are old and need replacing. It will be necessary to replace old copiers and printers in order to meet the needs of the requirements of the SOW. The contractor needs to factor in miscellaneous furniture and other repairs.

d. Security and Access

This Delivery Order will allow the contractor access to Confidential Business Information (CBI), Discovery documents, Attorney-Client Privilege correspondence, Attorney Work Product and Privacy Act data as well as possible cost documentation records. Several tasks described herein require the contractor to handle, manage, and in some situations, redact these documents.

The EPA may disclose CBI and other Privileged information to contractor employees after the program office determines in writing that such disclosure is necessary to carry out the work required under this contract if specified conditions are met. The EPA Office of Superfund programs has met the following conditions:

(1) On September XX, 2000, the EPA published a notice in the Federal Register, Vol. xx, No. xxx, (copy attached) that the EPA Region 9 Hazardous Waste Management Division had determined that disclosure of CBI to contractors and/or sub-contractors working under this Delivery Order is necessary in order that the contractor may carry out the work required herein; and (2) all contractor, and/or sub-contractor employees working under this Delivery Order will have signed "non-disclosure" agreements in conformance with 40 C.F.R. Section 2.301(h)(2)(ii). These non-disclosure statements are maintained on file with the DOPO.

Region 9 Office of Superfund Programs has developed interim procedures which further clarify CBI handling requirements for both the EPA and contractor employees. These procedures will be followed.

In no circumstances shall the contractor be requested or expected to determine whether information may be released, or what information should be redacted. Such determinations are an inherently governmental function which cannot be contracted (EPA Order 1900.2). However, the contractor may redact sensitive information which has been identified by the Regional Counsel (and at the direction of the DOPO) provided that all conflict of interest, Privacy Act and CBI regulations have been addressed and are followed.

Federal Building Security procedures for 75 Hawthorne and 95 Hawthorne require all Federal employees, Federal contractors/sub-contractors and Federal grantees working in these locations to wear a U.S. Government Picture Identification Badge at or above the waist level at all times. Also, EPA Region 9 work areas, i.e, floors 7-19 at 75 Hawthorne can only be entered by using the U.S. Government EPA Region 9 "Card Access Only" system.

All contractor and sub-contractor staff will need these U.S. Government Property items to accomplish the labor tasks requirements for this Delivery Order.

Therefore the contractor will be required to submit a written request to the DOPO to have the EPA Security Office issue these items to each contractor or sub-contractor employee whose Duty Station is 95 Hawthorne.

**SPECIAL AREAS OF CONCERN**

At all meetings, workgroups, and training sessions, and in all phone conversations the contractor and sub-contractor staff must identify themselves as EPA contractors and avoid creating the impression that they are EPA employees.

ATTACHMENT 2

WAGE DETERMINATION REVISION

Included in contractor's proposal